



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 6
1445 ROSS AVENUE
DALLAS, TEXAS 75202-2733
214-665-3193 (telephone)
214-665-6460 (facsimile)

July 12, 2012

CERTIFIED MAIL/RETURN RECEIPT REQUESTED 70080150000315420635

Paul LeBlanc, Attorney
Phelps Dunbar LLP
for City Storage LLC
II City Plaza
400 Convention Street, Ste. 1100
Baton Rouge, LA 70821-4412

Re: City Storage Superfund Site, Sulphur, Calcasieu Parish LA
Site Spill ID 06TD

Mr. LeBlanc:

The United States Environmental Protection Agency ("EPA") issues this Settlement Agreement for Recovery of Past Response Costs (CERCLA Docket Number 06-07-09) ("Settlement Agreement") in the matter of City Storage Superfund Site, Sulphur, Calcasieu Parish, Louisiana. The proposed settlement involving the City Storage Superfund Site was published for public comment. On June 4, 2012, the thirty-day comment period involving this proposed settlement ended.

During the public comment period, EPA did not receive any written comments on the proposed settlement. Therefore, pursuant to Paragraph 40 of the Settlement Agreement, the settlement is final. Please note that the date of this letter is the effective date of this Settlement Agreement. Consistent with the terms and conditions of the Settlement Agreement in Section V, Payment of Response Costs, payment by the Settling Parties is required within thirty (30) days of the Effective Date.

I am enclosing a copy of the fully-executed Settlement Agreement for your files. If you have any questions, please feel free to contact me at 214-665-3193, or you may call Lance Nixon, Enforcement Officer, at 214-665-2203. Thank you again for your cooperation in resolving this action.

Sincerely,

A handwritten signature in blue ink that reads "Gloria Moran".

Gloria Moran
Assistant Regional Counsel

Enclosure

**UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6**

FILED

2012 JUL 12 PM 2:48

**REGIONAL HEARING CLERK
EPA REGION VI**

**IN THE MATTER OF:
City Storage Superfund Site
Sulphur, Calcasieu Parish, Louisiana**

**U.S. EPA Region 6
CERCLA Docket No. 06-07-09
Proceeding Under Section 122(h) (1) of
the Comprehensive Environmental
Response, Compensation, and Liability
Act, as amended, 42 U.S.C. § 9622(h) (1)**

**SETTLEMENT AGREEMENT FOR
RECOVERY OF PAST RESPONSE COSTS**

COPY

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I. JURISDICTION

1. This Settlement Agreement for Recovery of Past Costs ("Settlement Agreement") is entered into pursuant to the authority vested in the Administrator of the United States Environmental Protection Agency ("EPA") by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622 (h)(1), which authority has been delegated to the Regional Administrators of EPA by EPA Delegation No. 14-14-D and redelegated by the Regional Administrator to the Director, Superfund Division, by EPA Delegation Nos. R6-14-14-A, 14-14-C and 14-14-D (June 8, 2001).

2. This Settlement Agreement is made and entered into by EPA and the Settling Parties identified in Appendix A ("Settling Parties"). The Settling Parties each consent to and will not contest EPA's authority to enter into this Settlement Agreement or to implement or enforce its terms.

II. BACKGROUND

3. This Settlement Agreement concerns the City Storage Superfund Site ("Site" or "storage unit") located at 3725 State Highway 27 South, Sulphur, Calcasieu Parish, Louisiana. The Site is a single, privately-owned rental self-storage unit (#205) which held abandoned deteriorated cylinders containing various compressed gases and liquids. The contents of these cylinders were identified as containing hazardous substances including ammonia, arsine, bromine trifluoride, chlorine, cyanogen, cyanogen chloride, dichlorosilane, dimethyl amine, dinitrogen tetroxide, ethylene oxide, hydrogen bromide, hydrogen chloride, hydrogen cyanide, hydrogen selenide, hydrogen sulfide, methyl amine, methyl bromide, methyl chloride, nickel carbonyl, nitric acid, nitric oxide, nitrogen dioxide, phosgene, phosphine, silicon tetrachloride, sulfur dioxide, trimethyl amine and vinyl chloride. These hazardous substances were released or threatened to be released from the cylinders in the storage unit. EPA alleges that the Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. §§ 9601(9).

4. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response action at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604. The response action included the identification, assessment, stabilization, and off-site disposal of 551 cylinders from the Site.

5. In performing the response action, EPA has incurred response costs at or in connection with the Site. The approximate total response costs for the Site identified through April 30, 2008 are \$895,847.72.

6. EPA Criminal Investigation Division, Region 6, through the Department of Justice, prosecuted a criminal action in connection with the abandonment of the cylinders in the storage unit. On August 8, 2008, U.S. District Judge Marcia A. Crone, Eastern District of Texas, Beaumont, accepted a plea of guilt to Conspiracy to Unlawfully Transport, Store, and Dispose of Hazardous Waste, 18 USC § 371, from the following individuals in connection with the storage and disposal of the cylinders in the storage unit:

John Charles Mazoch	(Case No. 1:07CR00086-003)
Stephen Mark Sample	(Case No. 1:07CR00086-001)
James Hebert	(Case No. 1:07CR00086-002)

7. U.S. District Judge Crone determined the criminal defendants identified in Paragraph 6 to be jointly and severally liable and ordered restitution to State agencies and to the EPA. The criminal defendants identified in Paragraph 6 were ordered to pay restitution of \$599,612.00 to EPA. On January 12, 2009, EPA received from Defendant John Charles Mazoch a restitution payment in the amount of \$599,612.00.

8. John Charles Mazoch, identified in Paragraph 6, is President of Coastal Welding Supply of Louisiana, Sulphur Louisiana and Vice-President of Coastal Welding Supply, Inc., Beaumont Texas. Stephen Mark Sample, identified in Paragraph 6, is an employee of Coastal Welding Supply of Louisiana, Sulphur, Louisiana. Coastal Welding Supply of Louisiana, Sulphur, Louisiana and Coastal Welding Supply, Inc., Beaumont, Texas are Responsible Parties in this civil action pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607. James Hebert, identified in Paragraph 6, is a Responsible Party in this civil action pursuant to Section 107(a) of CERCLA, also.

9. EPA alleges that each of the Settling Parties identified in Appendix A are Responsible Parties pursuant to Section 107(a) of CERCLA and are jointly and severally liable for past response costs incurred in connection with the Site. The past response costs in this Settlement Agreement are \$296,235.42 plus Interest.

10. EPA and the Settling Parties recognize that this Settlement Agreement has been negotiated in good faith and that this Settlement Agreement is entered into without the admission or adjudication of any issue of fact or law.

III. PARTIES BOUND

11. This Settlement Agreement shall be binding upon EPA and upon the Settling Parties, their officers, directors, employees, agents and representatives, and their successors and assigns. Any change in ownership or corporate or other legal status of the Settling Parties, including but not limited to, any transfer of assets or real or personal property, shall in no way

alter the Settling Parties' responsibilities under this Settlement Agreement. Each signatory to this Settlement Agreement certifies that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to bind legally the party represented by him or her.

IV. DEFINITIONS

12. Unless otherwise expressly provided herein, terms used in this Settlement Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement, the following definitions shall apply:

a. "CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601 to 9675.

b. "Day" means a calendar day unless expressly stated to be a business or working day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period runs until the end of the next day not a Saturday, Sunday, or Federal holiday.

c. "Effective Date" shall mean the effective date of this Settlement Agreement as provided in Section XVI.

d. "EPA" means the United States Environmental Protection Agency and any successor department or agency of the United States.

e. "Hazardous Substance" shall have the meaning prescribed in CERCLA, 42 U.S.C. § 9601(14).

f. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The applicable rate of interest for fiscal year 2009 is 2.15%.

g. "National Contingency Plan" or "NCP" means the National Oil and Hazardous Substances Pollution Contingency Plan promulgated under Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, including any amendments thereto.

h. "Paragraph" means a portion of this Settlement Agreement identified by an Arabic numeral followed by a period.

i. "Parties" shall mean EPA and Settling Parties.

j. "Past Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States paid at or in connection with the Site through April 30, 2008, plus a sum of Interest on all such costs calculated from the date of written demand on November 12, 2008 through September 30, 2009.

k. "Requirements of this Settlement Agreement" mean: payments that Settling Parties are to make under this Settlement Agreement; scheduled deadlines that the Settling Parties are to meet under this Settlement Agreement; and any other obligation of the Settling Parties under this Settlement Agreement. It is a violation of this Settlement Agreement for any Settling Party to fail to perform a requirement of this Settlement Agreement.

l. "Responsible Parties" shall mean: persons who are liable in this civil matter involving the Site pursuant to CERCLA Section 107(a), 42 U.S.C. § 9607(a), identified as City Storage, LLC, Sulphur, Louisiana; Coastal Welding Supply, Inc., Beaumont, Texas; Coastal Welding Supply of Louisiana, Sulphur, Louisiana; and James Hebert.

m. "Section" means a portion of this Settlement Agreement identified by a Roman numeral and includes one or more Paragraphs.

n. "Settlement Agreement" means this Settlement Agreement for Recovery of Past Response Costs, all attachments to this document and any EPA-approved submissions required under the terms of this document.

o. "Settling Parties" shall mean the responsible parties identified in Appendix A.

p. "Site" shall mean the City Storage Superfund Site, 3725 State Highway 27 South, Sulphur, Calcasieu Parish, Louisiana.

q. "State" means the State of Louisiana, any successor departments or agencies of Louisiana.

r. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

V. PAYMENT OF PAST RESPONSE COSTS

13. Within thirty (30) days of the Effective Date, the Settling Parties shall pay \$145,000 in past response costs incurred at the Site, plus \$2,750.23, the sum of Interest calculated through the date set forth in the definition for Past Response Costs.

14. Payments by the Settling Parties shall be made in accordance with the cost allocation table of the Settling Parties specified in Appendix B. Payments shall be made to EPA by Electronic Funds Transfer ("EFT") or by submitting a certified or cashier's check.

a. EFT or wire transfers must be accompanied by a statement identifying the specific name and address of the party making payment, the Site name "City Storage Superfund Site, Sulphur, Calcasieu Parish, Louisiana," EPA Region 6, Site/Spill ID Number A623 and EPA Docket Number 06-07-09. Wire transfers must be directed to the:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
Swift address = FRNYUS33
33 Liberty Street
New York NY 10045
Field Tag 4200 of the Fedwire message should read: "D 68010727
Environmental Protection Agency"

b. Certified or cashier's checks should be made payable to "EPA Hazardous Substance Superfund" and should reference the "City Storage Superfund Site, Sulphur, Calcasieu Parish, Louisiana," EPA Region 6, Site/Spill ID Number A623 and EPA Docket Number 06-07-09. Checks should be forwarded to:

US Environmental Protection Agency
Superfund Payments
Cincinnati Finance Center
P.O. Box 979076
St. Louis, MO 63197-9000

15. At the time of payment, the Settling Parties shall also send notice of payment including a copy of the EFT transmittal documentation or check to:

Team Leader
Superfund Enforcement Assessment Section (6SF-TE)
U.S. Environmental Protection Agency, Region 6
1445 Ross Avenue
Dallas, Texas 75202-2733

16. In the event that the payment from a Settling Party is not made in accordance with the time specified in paragraph 13, that Settling Party shall pay Interest on the unpaid balance,

which shall begin to accrue on the first day after the payment is due and shall continue to accrue until the date of payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of a Settling Party's failure to make timely payments under this Section, including but not limited to, payment of stipulated penalties pursuant to Section VI.

17. The total amount to be paid pursuant to Paragraph 13 by the Settling Parties shall be deposited in the EPA Hazardous Substance Superfund.

VI. FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT

18. Stipulated Penalty.

a. If any amount due to EPA under Paragraph 13 is not paid by the required date, the Settling Parties shall be in violation of this Settlement Agreement and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 13, \$1000 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days of the date of demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "Stipulated Penalties" and shall be made payable to EPA Hazardous Substance Superfund. The check, or a letter accompanying the check, shall reference the name and address of the party(ies) making payment, the Site name, the EPA Region and Site Spill ID Number, and the EPA Docket Number for this action. The Settling Parties shall send the check (and any accompanying letter) to:

US Environmental Protection Agency
Superfund Payments
Cincinnati Finance Center
P.O. Box 979076
St. Louis, MO 63197-9000

c. At the time of each payment, the Settling Parties shall also send notice that payment has been made to EPA in accordance with Section V (Payment of Past Response Costs). Such notice shall identify the EPA Region and Site Spill ID Number (A623) and the EPA Docket Number (6-07-09) for this action.

d. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified the Settling Parties of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall

continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

e. In addition to the Interest and Stipulated Penalty payments required by this Section and any other remedies or sanctions available to EPA by virtue of a Settling Party's failure to comply with the requirements of this Settlement Agreement, the Settling Parties shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, if a Settling Party fails or refuses to comply with a requirement of this Settlement Agreement. If the United States, on behalf of EPA, brings an action to enforce this Settlement Agreement, that Settling Party shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

f. Notwithstanding any other provision of this Section, EPA may, in its nonreviewable discretion, waive payment, in an appropriate writing, of any portion of the stipulated penalties that have accrued pursuant to this Settlement Agreement. Payment of Stipulated Penalties shall not excuse a Settling Party from payment as required by Section V or from performance of any other requirements of this Settlement Agreement.

VII. COVENANT NOT TO SUE BY EPA

19. In consideration of the payments that will be made by the Settling Parties under the terms of Section V of this Settlement Agreement, and except as otherwise specifically provided in this Settlement Agreement, EPA covenants not to sue or to take administrative action against the Settling Parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for recovery of Past Response Costs. This covenant not to sue shall take effect upon receipt by EPA of the Past Response Costs under Section V of this Settlement Agreement and any Interest or Stipulated Penalties due for failure to pay Past Response Costs as required by Section VI of this Settlement Agreement. This covenant not to sue is conditioned upon the complete and satisfactory performance by the Settling Parties of their requirements under this Settlement Agreement. This covenant not to sue extends only to the Settling Parties and does not extend to any other person.

VIII. RESERVATIONS OF RIGHTS BY UNITED STATES

20. Except as specifically provided in this Settlement Agreement, nothing herein shall limit the power and authority of EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing herein shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Settlement Agreement, and, except as otherwise provided in this Settlement Agreement, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring the Settling Parties in the future to perform

additional activities pursuant to CERCLA or any other applicable law, that are not related to payment of Past Response Costs by the Settling Parties.

21. The covenant not to sue set forth in Section VII above does not pertain to any matters other than those expressly identified therein. The United States, including EPA, reserves, and this Settlement Agreement is without prejudice to, all rights against the Settling Parties with respect to all other matters, including, but not limited to:

- a. claims based on a failure of the Settling Parties to meet a requirement of this Settlement Agreement;
- b. liability for costs not included within the definition of Past Response Costs;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;
- d. criminal liability; and
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

22. Nothing in this Settlement Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a signatory to this Settlement Agreement.

IX. COVENANT NOT TO SUE BY SETTLING PARTIES

23. The Settling Parties covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past Response Costs or this Settlement Agreement, including, but not limited to:

- a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

24. Nothing in this Settlement Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

25. The covenant not to sue set forth in this Section does not pertain to any other matters other than those expressly identified herein.

X. EFFECT OF SETTLEMENT/CONTRIBUTION

26. Nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. Each of the Parties expressly reserve any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. §9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

27. EPA and the Settling Parties agree that this settlement constitutes an administrative settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. §9613(f)(2), for administrative settlements containing response costs payments pursuant to Section 122 (h)(1) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), and that each Settling Party is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§9613(f)(2) and 9622(h)(4), or as may be otherwise provided by law, for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are Past Response Costs.

28. EPA and the Settling Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. §9613 (f)(3)(B), pursuant to which the Settling Parties have, as of the Effective Date, resolved their liability to the United States for the Past Response Costs.

29. Each Settling Party shall, with respect to any suit or claim brought by it for matters related to this Agreement, will notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Party also agrees that, with respect to any suit or claim brought against it for matters related to this Agreement, it will notify EPA in writing within 10 days of service of the complaint or claim upon it. In addition, each Settling Party shall notify EPA within ten

days of service or receipt of any Motion for Summary Judgment and within ten days of receipt of any order from a court setting a case for trial, for matters related to this Agreement.

30. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Parties shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue set forth in Section VII.

XI. RETENTION OF RECORDS

31. Until 5 years after the Effective Date of this Settlement Agreement, the Settling Parties shall preserve and retain all non-identical copies of records and documents (including records or documents in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to response actions taken at the Site or to the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary.

32. At the conclusion of the 5-year document retention period in the preceding paragraph, the Settling Parties shall notify EPA at least 90 days prior to the destruction of any such records and, upon request by EPA, the Settling Parties shall deliver any such records to EPA.

33. In connection with delivery of any documents to EPA pursuant to this Section, the Settling Parties may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Settling Parties assert such a privilege, they shall provide EPA with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted by the Settling Parties. However, no documents, reports or other information created or generated pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that they are privileged.

34. Each Settling Party hereby certifies that to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by EPA or the State or the filing of suit against it regarding the Site and that such Settling Party has fully complied with

any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XII. NOTICES AND SUBMISSIONS

35. Whenever, under the terms of this Settlement Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Settlement Agreement with respect to EPA and the Settling Parties.

As to EPA:

Ms. Jamie Bradsher
Superfund Division
Enforcement Assessment Section (6SF-TE)
United States Environmental Protection Agency, Region 6
1445 Ross Avenue, Suite 1200
Dallas, Texas 75202-2733
(214) 665-7111 (phone)
(214) 665-6660 (fax)
bradsher.jamie@epa.gov

As to the Settling Parties:

(The authorized representative of each Settling Party)

XIII. SEVERABILITY INTEGRATION/APPENDICES

36. If a court issues an order that invalidates any provision of this Settlement Agreement or finds that the Settling Parties have sufficient cause not to comply with one or more provisions of this Settlement Agreement, the Settling Parties shall remain bound to comply with all provisions of this Settlement Agreement not invalidated or determined to be subject to a sufficient cause defense by the court's order.

37. This Settlement Agreement and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement.

XIV. PUBLIC COMMENT

38. This Settlement Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122 (i) (3) of CERCLA, EPA may modify or withdraw its consent to this Settlement Agreement if comments received disclose facts or considerations which indicate that this Settlement Agreement is inappropriate, improper or inadequate.

XV. ATTORNEY GENERAL APPROVAL

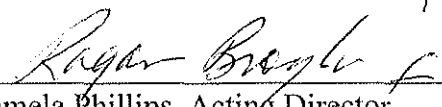
39. The settlement embodied in this Settlement Agreement is subject to the approval of the Attorney General of the United States, in accordance with Section 122(h) (1) of CERCLA, 42 U.S.C. 9622(h)(1).

XVI. EFFECTIVE DATE

40. The effective date of this Settlement Agreement shall be the date upon which EPA issues written notice to the Settling Parties that the public comment period pursuant to Paragraph 38 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Settlement Agreement.

The undersigned representatives of the Settling Parties certify that they are fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party whom they represent.

It is so Agreed this 10th day of July, 2012.

BY:  DATE: 7/10/2012
Pamela Phillips, Acting Director
Superfund Division
U.S. Environmental Protection Agency
Region 6

BY: SETTLING PARTY

(Name of Settling Party)

City Storage, LLC

Phillip Geindol

Signatory of Authorized Representative

DATE:

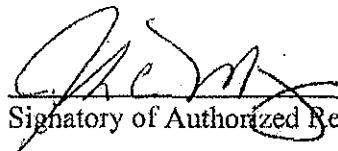
4-19-10

Phillip Geindol

Print Name of Signatory and Title

BY: SETTLING PARTY

COASTAL WELDING SUPPLY of LA,
AND JOHN CHARLES MAZOCK, President,
COASTAL WELDING SUPPLY, INC.
(Name of Settling Party)


Signatory of Authorized Representative

DATE:

4/27/10

JOHN CHARLES MAZOCK, President
Print Name of Signatory and Title

APPENDIX A

Settling Parties

Coastal Welding Supply of Louisiana, Sulphur, Louisiana,
and John Charles Mazoch, President
Coastal Welding Supply, Inc., Beaumont, Texas
City Storage, LLC, Sulphur, Louisiana,
and Phillip Grindol, Member and Manager

APPENDIX B

Past Response Costs: Settlement Amount

Coastal Welding Supply of Louisiana, Sulphur, Louisiana and John Charles Mazoch, President	\$105,000
Coastal Welding Supply Inc., Beaumont, Texas	

City Storage, LLC, Sulphur, Louisiana, and Phillip Grindol, Member and Manager	\$42,750.23
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U.S. Department of Justice

Environment and Natural Resources Division

90-11-3-10045

Environmental Enforcement Section
P.O. Box 7611
Ben Franklin Station
Washington, DC 20044-7611

Telephone (202) 514-4241
Facsimile (202) 353-0296
Facsimile (202) 514-0097

March 5, 2012

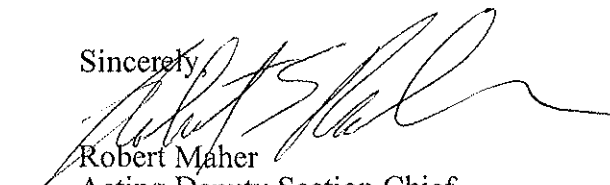
Suzanne Murray
Regional Counsel
U.S. Environmental Protection Agency
Region 6, 6RC-S
1445 Ross Avenue, Suite 1200
Dallas, TX 75202-2733

**Re: Administrative Settlement Agreement -- City Storage
Superfund Site, Calcasieu Parish, Louisiana**

The United States Environmental Protection Agency ("EPA"), Region 6, requested that the United States Department of Justice approve a proposed administrative Settlement Agreement for Recovery of Past Response Costs ("Settlement Agreement") for the City Storage Superfund Site ("Site"), located in Calcasieu Parish, Louisiana, CERCLA Docket No. 06-07-09. The Settlement Agreement resolves EPA's unreimbursed response cost claim in the amount of \$296,235 for the Site, pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, as amended ("CERCLA"), 42 U.S.C. §§ 9601, *et seq.*, against three parties. Specifically, the settling parties under the Settlement Agreement include: (i) Costal Welding Supply, Inc. ("CWSI") of Sulphur, Louisiana, and John Mazoch, President, (ii) CWSI of Beaumont, Texas, and (iii) City Storage, LLC and Phillip Grindol, Member and Manager. The Settlement Agreement requires the three settling parties to pay EPA \$147,750, which amount includes a response cost payment in the amount of \$145,000, plus an interest payment of \$2,750. Pursuant to Section 122(h) of CERCLA, 42 U.S.C. § 9622(h), the United States Department of Justice concurs in and approves the Settlement Agreement.

If you have any questions, please contact Acting Assistant Chief Nathaniel Douglas at 202 514-4628.

Sincerely,



Robert Maher
Acting Deputy Section Chief
Environmental Enforcement Section